

AG Contract No.: KR05-0198TRN
ADOT ECS File No.: JPA 05-001
Project No.: S 347-A-501
Project: Traffic Signal Upgrade
Section: SR 347 ~ Riggs Road
TRACS No.: HX173 01C
Budget Source Item No.: 71205

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE MARICOPA COUNTY

THIS AGREEMENT is entered into July 12, 2005, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the MARICOPA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 and § 11-951 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Incident to the County's roadway improvement on Riggs Road, the State requests the County to incorporate the re-design and modification on the existing traffic signal located at State Route (SR) 347 and Riggs Road to comply with Arizona Department of Transportation (ADOT) standard and be able to utilize video detection system, hereinafter referred to as the "Project". The County will be the lead agency to perform the Project; the State will provide material(s) and equipment(s) necessary defined under section II, paragraph 2 b for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27616
Filed with the Secretary of State
Date Filed: 7/12/05
Janice K. Brewer
Secretary of State
By: Kari Persenillo

II. SCOPE OF WORK

1. The County shall:

a. Be the lead agency, prepare to State / ADOT standards; design plans, specifications and other such contract documents and services required for the Project. Coordinate with the State for review of the above said documents and incorporate review comments as appropriate.

b. Call for bids, award one or more construction contract(s) to accomplish the Project; administer same and make all payments to the contractor(s). Confer with the State on any contract modifications related to the Project.

c. Upon completion of the Project, perform the final inspection and notify the State in writing that the Project has been constructed in accordance with the Project documents

d. Be responsible to provide for, at its own cost and as an annual item in its budget, proper maintenance to its roadway improvement on Riggs Road,

2. The State shall:

a. Coordinate with the County, for the review of design plans, specifications and other such contract documents and services required for the Project. Provide review comments as appropriate.

b. Be responsible to provide poles, mast arms, signal heads, controller cabinet and the video detection equipment for the Project

c. Upon completion and acceptance of the referenced Project, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State or the County of any of the provisions of this Agreement

2. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the Project, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. **Non-Availability of Funds** Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

Maricopa County Department of Transportation
ATTN: Transportation Director
2901 West Durango Street
Phoenix, AZ 85009

10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By



MAX WILSON
Board of Supervisors

By



MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST

By

 5/4/05

FRAN MCCARROLL
Clerk of the Board

APPROVAL OF THE COUNTY OF MARICOPA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the MARICOPA COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 27th day of April, 2005.

Michelle D'Andrea
Deputy
County Attorney

COB Review Agenda Item

Agenda Activity: Action
 Department: Transportation
 Category: Chief Regional Dvlpmnt. Svcs.
 Contact: Jim Sargent
 Return to: Brenda Zambelli
 Location: DEPT OF TRANSPORTATION ADMIN BLDG

Agenda Number: C-64-05-277-2-00
 Phone: 506-8678 Continued from:
 Phone: 506-4616

Action Requested:

Approve the IGA between Maricopa County and Arizona Department of Transportation (ADOT) for a traffic signal upgrade at the intersection of State Route (SR)347 and Riggs Road. The County will be the lead agency, with the State providing all the necessary materials, equipment, and will continue to provide maintenance on the upgraded traffic signal. There is no cost to the County.

Complete description of action requested:

The County has a roadway improvement project on Riggs Road, the State requests that the County incorporate the re-design and modification on the existing traffic signal located at SR 347 and Riggs Road. The upgrade will allow ADOT to utilize a video detection system. The County will act as the lead agency to perform the work, and the State will provide all the necessary materials and equipment to complete the upgrade, and continue to provide maintenance to the traffic signal.

Supervisory District #5

PERFORMANCE INFORMATION:

Program: Manage Traffic

Activity: Traffic Engineering

Performance Measure: % reduction in accidents per intersection or roadway segment.

Anticipated Results: Increase in traffic safety to the traveling public and more efficient and safer operation of the signalized intersection.

Expenditure Impact by FY(s):

No Impact

Routing: Meeting Date: 05/04/2005		
Legend X=Pending A=Approved R=Rejected		
CNTY_ENGR	LEGAL	OMB
A	A	A

Frank McCarroll

"Please return an executed original to the Clerk of the Board of Supervisors."

46



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

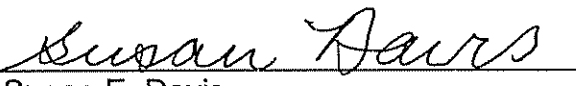
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0198TRN (**JPA 05-001**), an Agreement between public agencies, i.e., *The State of Arizona* and *The Maricopa County*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 7, 2005

TERRY GODDARD
Attorney General


Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
912940